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UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA – SAN FRANCISCO DIVISION

JUAN FLORES-MENDEZ, an individual and
AMBER COLLINS, an individual, and on
behalf of classes of similarly situated
individuals,

Plaintiffs,

v.

ZOOSK, INC., a Delaware corporation; and
SPARK NETWORKS SE, a German
corporation,

Defendants.

CASE NO: 4:20-cv-04929-SBA

[Assigned to Hon. William H. Alsup, CR 12]

**PLAINTIFF JUAN FLORES-MENDEZ'S
FURTHER SUPPLEMENTAL
RESPONSES TO SPECIAL
INTERROGATORIES, SET ONE,
PROPOUNDED BY DEFENDANT
ZOOSK, INC.**

Complaint filed July 22, 2020

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PRELIMINARY STATEMENT

1
2 1. Plaintiff's investigation and development of all facts and circumstances relating to
3 this action is ongoing. These responses and objections are made without prejudice to, and are not a
4 waiver of, Plaintiff's right to rely on other facts or documents at trial.

5 2. By making the accompanying responses and objections to Defendant's
6 interrogatories, Plaintiff does not waive, and hereby expressly reserves, his right to assert any and
7 all objections as to the admissibility of such responses into evidence in this action, or in any other
8 proceedings, on any and all grounds including, but not limited to, competency, relevancy,
9 materiality, and privilege. Further, Plaintiff makes the responses and objections herein without in
10 any way implying that it considers the interrogatory, and responses to the interrogatory, to be
11 relevant or material to the subject matter of this action.

12 3. A response to an interrogatory stating an objection shall not be deemed or construed
13 that Plaintiff performed any of the acts described in the document interrogatory, or definitions
14 and/or instructions applicable to the interrogatory, or that Plaintiff acquiesces in the
15 characterization of the conduct or activities contained in the interrogatory, or definitions and/or
16 instructions applicable to the interrogatory.

17 4. Plaintiff expressly reserves the right to supplement, clarify, revise, or correct any or
18 all of the responses and objections herein, and to assert additional objections or privileges, in one
19 or more subsequent supplemental response(s).

RESPONSES TO INTERROGATORIES

INTERROGATORY NO. 1:

22 State the date on which you signed up for Zoosk's services and describe the steps you took
23 to do so. The applicable time period for this request is from May 28, 2015 to present.

RESPONSE TO INTERROGATORY NO. 1:

25 Plaintiff objects as Zoosk has access to Plaintiff's records of use of the service and its own
26 sign-up procedures. Plaintiff further objects to the extent this request contains multiple discrete
27 subparts within what purports to be a single interrogatory. In addition, this interrogatory is
28 premature as discovery is ongoing and Defendant has not yet produced critical data and documents

responsive to Plaintiffs' discovery requests. Accordingly, Plaintiff reserves the right to supplement his responses to this interrogatory after having an adequate opportunity to conduct discovery. Subject to and without waiving the foregoing, Plaintiff responds as follows. Plaintiff signed up for Zoosk's service on June 19, 2019 through Paypal for a 6-month membership to December 12, 2019.

INTERROGATORY NO. 2:

State when, and in what amounts, you have paid for any of Zoosk's services. The applicable time period for this request is from May 28, 2015 to present.

RESPONSE TO INTERROGATORY NO. 2:

Plaintiff objects as Zoosk has access to Plaintiff's records of use of the service and payments made to Zoosk. Plaintiff further objects to the extent this request contains multiple discrete subparts within what purports to be a single interrogatory. In addition, this interrogatory is premature as discovery is ongoing and Defendant has not yet produced critical data and documents responsive to Plaintiffs' discovery requests. Accordingly, Plaintiff reserves the right to supplement his responses to this interrogatory after having an adequate opportunity to conduct discovery. Subject to and without waiving the foregoing, Plaintiff responds as follows. Plaintiff paid ~\$75 paid through PayPal on his mother's debit card. Plaintiff believes he also made a payment of \$56.21 for the service as well.

INTERROGATORY NO. 3:

Identify all Personal Information you have provided to Zoosk in connection with being or becoming a Zoosk member, which of that information you believe to have been impacted by the Intrusion, and which of the impacted information, by reason of being so impacted, caused you to suffer some portion of the damages you seek to recover in the Action.

RESPONSE TO INTERROGATORY NO. 3:

Plaintiff objects as Zoosk has access to Plaintiff's records of use of the service and information provided to Zoosk. Plaintiff further objects to the extent this request contains multiple discrete subparts within what purports to be a single interrogatory. In addition, this interrogatory is premature as discovery is ongoing and Defendant has not yet produced critical data and

documents responsive to Plaintiffs' discovery requests. Accordingly, Plaintiff reserves the right to supplement his responses to this interrogatory after having an adequate opportunity to conduct discovery. Plaintiff provided financial information including his mother's name and information used to pay for the service. Plaintiff also provided his email address, a username and password, his address, his personal information his photo, a description of himself, his hobbies, and other pertinent information for a dating site.

INTERROGATORY NO. 4:

State whether Zoosk notified you of the Intrusion and if so, for each occasion that Zoosk notified you of the Intrusion state the date on which and describe the means by which Zoosk provided you with such notice. If you first learned of the Intrusion from another source, state the date on which and describe the means by which you first learned of the Intrusion.

RESPONSE TO INTERROGATORY NO. 4:

Plaintiff objects as Zoosk has access to Plaintiff's records of use of the service and information provided to Zoosk. Plaintiff further objects to the extent this request contains multiple discrete subparts within what purports to be a single interrogatory. In addition, this interrogatory is premature as discovery is ongoing and Defendant has not yet produced critical data and documents responsive to Plaintiffs' discovery requests. Accordingly, Plaintiff reserves the right to supplement his responses to this interrogatory after having an adequate opportunity to conduct discovery. On June 6, 2020, Plaintiff received an email about the data breach.

INTERROGATORY NO. 5:

State the basis for your contention that "Zoosk has failed to maintain reasonable security controls and systems appropriate for the nature of the [Personal Information] it maintains." (First Amended Complaint ("FAC"), ¶ 13).

RESPONSE TO INTERROGATORY NO. 5:

Plaintiff objects as Zoosk has access to details regarding its security controls and systems and is yet to disclose those details to Plaintiff in discovery. Plaintiff further objects as discovery is ongoing and Defendant has not yet produced critical data and documents responsive to Plaintiffs' discovery requests. Accordingly, Plaintiff reserves the right to supplement his responses to this

interrogatory after having an adequate opportunity to conduct discovery. Subject to and without waiving the foregoing, Plaintiff responds as follows. Zoosk did not adequately protect Plaintiff's personal information and was subject to a breach exposing his information and did not promptly learn of the breach or promptly advise its customers of the breach.

SUPPLEMENT TO RESPONSE TO INTERROGATORY NO. 5:

Plaintiff incorporates the above objections. Plaintiff further objects that Zoosk's cybersecurity failings will be the subject of an expert report/testimony, and thus reserves the right to include additional cybersecurity failings there. Subject to those objects, Plaintiff is currently aware of the following information security failings:

- Zoosk failed to rotate the security key at issue since 2014. *See, e.g.*, ZOOSK00000102; Kessler Depo. Tr. 122:19–25. This was despite an internal policy requiring rotation yearly. Tuttle Depo. Tr. 84:4–18. This failure was on account of inadequately educated staff and a lack of clear process and training. ZOOSK00000102; Kessler Depo. Tr. 123:9–124:24; *see also* ZOOSK00000175 (“we are going to go through activity in AWS that is monitored and determine what is normal activity and what is irregular. *I don’t have enough knowledge . . .*”) (emphasis added).
- Zoosk stored its access keys in its core code, contrary to industry best practices. *See, e.g.*, ZOOSK00001563 at 1563–64 (“Key and secret were in Zoosk Core code... Key was stored on several instances within the corporate network. Anyone who has access to ‘corporate network’ and did a scan for vulnerable machines could probably find those and get access to them”); ZOOSK00000183 (“Passwords, keys, and secrets should never be stored in code as per best practices”); Kessler Depo. Tr. 54:21– 64:21.
- Zoosk maintained multiple inadequate and/or outdated internal policies at the time of the Breach, which were in need of updating. ZOOSK00000203–04, ZOOSK00000398–99, ZOOSK00000477; Kessler Depo. Tr. 128:14–133:19, 136:11–138:3.
- Zoosk maintained servers at the time of the Breach that were no longer supported for Windows patch updates, and was doing so ostensibly because it had a “surplus of windows [7] licenses.” ZOOSK00001176; Kessler Depo. Tr. 141:5–143:15. Indeed, one of the

1 servers at issue in the Breach was an “unmaintained Fedora19 instance with unmaintained
2 WordPress install (read: many unpatched remote exploits possible).” ZOOSK00001563 at
3 1564; *see also* Kessler Depo. Tr. 71:4–73:5.

- 4 • Prior to the Breach, Zoosk’s internal passwords were posted on a public github repository.
5 ZOOSK00001288–93.
- 6 • Zoosk’s passwords and/or password polices were insufficient. *See* ZOOSK00001931.
- 7 • Zoosk’s internal investigation ability, available logs, and knowledge of its systems and/or
8 AWS’s systems were also shown to be insufficient because Zoosk was not aware its
9 customers’ data was taken—and, in fact, Zoosk had come to the opposite conclusion—until
10 it was publicly reported otherwise. *See, e.g.*, ZOOSK00000102; ZOOSK00000416; Kessler
11 Depo. Tr. 78:22–79:10; 118:5–20, 122:19–124:24, 152:7–153:14; *see also id.* at 81:2 (“I
12 was not as familiar with CloudTrail.”); *id.* 76:7–78:4 (“The logging that we had was limited
13 of what we were able to see. And Conor and Ethan looked at what was available.”). For
14 example, S3 access logs and VPC flow logs were not enabled. ZOOSK00001563;
15 ZOOSK00001555 (“[W]e can’t disprove the files were read due to lack of s3 logs.”);
16 ZOOSK00000384; ZOOSK00000263; Kessler Depo. Tr. 52:19–54:15, 102:15–104:;
17 110:3–113:11.
- 18 • At the time of Breach, Zoosk did not have GuardDuty enabled on its AWS accounts.
19 ZOOSK00001563.
- 20 • Zoosk maintained user data many years longer than it needed to or should have. *See*
21 ZOOSK0000111–113; *see also* Hoskins Depo. Tr. 42:17–49:15.

22 **INTERROGATORY NO. 6:**

23 For any action you took regarding “dealing with the consequences” of the Intrusion (FAC
24 ¶¶ 27, 30), including but not limited to time spent reviewing the accounts compromised by the
25 breach, contacting credit card companies, reviewing credit reports for suspicious activity, putting
26 fraud alerts on credit reports, exploring credit monitoring options, and self-monitoring accounts,
27 separately describe each such action you took, when you took each such action, all your bases for
28 taking each such action, the cost, if any, of or associated with each such action, the method or basis

1 for your calculation of any such cost, and all actions taken by you to mitigate any such cost.

2 **RESPONSE TO INTERROGATORY NO. 6:**

3 Plaintiff objects to the extent this request contains multiple discrete subparts within what
 4 purports to be a single interrogatory. In addition, this interrogatory is premature as discovery is
 5 ongoing and Defendant has not yet produced critical data and documents responsive to Plaintiffs'
 6 discovery requests. Accordingly, Plaintiff reserves the right to supplement his responses to this
 7 interrogatory after having an adequate opportunity to conduct discovery. Subject to and without
 8 waiving the foregoing, Plaintiff responds as follows. Plaintiff informed his mother there was a
 9 breach and told her to call Chase Bank and change debit card number. Plaintiff's mother had to
 10 take time to go to the bank and have her debit card changed. Plaintiff's mother also put alerts on
 11 her bank account if charges went over a specified dollar amount. Plaintiff also updated Paypal,
 12 deleted the old card number, and put the new card number, and updated security protocols on Paypal
 13 – auto alerts re: breach of credit card.

14 **INTERROGATORY NO. 7:**

15 For any "time and money" you expended "to continuously monitor [your] accounts and
 16 credit scores to limit potential adverse effects of the Data Breach" (FAC, ¶ 51), separately describe
 17 each such expenditure you made, when you made each such expenditure, all your bases for making
 18 any such expenditure, the amount (whether measured in time or money or both), if any, of or
 19 associated with any such expenditure, the method or basis for your calculation of any such amount,
 20 and all actions taken by you to mitigate any such amount.

21 **RESPONSE TO INTERROGATORY NO.7:**

22 Plaintiff objects to the extent this request contains multiple discrete subparts within what
 23 purports to be a single interrogatory. In addition, this interrogatory is premature as discovery is
 24 ongoing and Defendant has not yet produced critical data and documents responsive to Plaintiffs'
 25 discovery requests. Accordingly, Plaintiff reserves the right to supplement his responses to this
 26 interrogatory after having an adequate opportunity to conduct discovery. Subject to and without
 27 waiving the foregoing, Plaintiff responds as follows. Plaintiff refers Zoosk to his response to the
 28 foregoing interrogatory.

INTERROGATORY NO. 8:

State the basis for your contention that you have “suffer[ed] and continue to suffer harm that adversely impact[s] [you] economically, emotionally, and/or socially” (FAC, ¶ 51), and for any such claimed economic, emotional, and/or social harm, separately describe each such harm you claim to have suffered, when you claim to have suffered each such harm, all your bases for claiming to have suffered any such harm, the amount (however measured) of or associated with any such harm or any financial loss or damage you incurred by reason of having suffered such harm, the method or basis for your calculation of any such amount, and all actions taken by you to mitigate any such amount.

RESPONSE TO INTERROGATORY NO. 8:

Plaintiff objects to the extent this request contains multiple discrete subparts within what purports to be a single interrogatory. In addition, this interrogatory is premature as discovery is ongoing and Defendant has not yet produced critical data and documents responsive to Plaintiffs’ discovery requests. Accordingly, Plaintiff reserves the right to supplement his responses to this interrogatory after having an adequate opportunity to conduct discovery. Subject to and without waiving the foregoing, Plaintiff responds as follows. Plaintiff suffered stress, anxiety, weight gain, loss of sleep, and concerns if his money was safe. Plaintiff went to therapy for the stress for six months.

INTERROGATORY NO. 9:

State the basis for your contention that you “face years of constant surveillance of [your] financial and personal records, monitoring, and loss of rights” (FAC, ¶ 57), and set forth the amount of any financial loss or damage you have incurred by reason of this alleged circumstance, the method or basis for your calculation of any such amount, and all actions taken by you to mitigate any such amount or this alleged circumstance.

RESPONSE TO INTERROGATORY NO. 9:

Plaintiff objects to the extent this request contains multiple discrete subparts within what purports to be a single interrogatory. In addition, this interrogatory is premature as discovery is ongoing and Defendant has not yet produced critical data and documents responsive to Plaintiffs’ discovery

requests. Accordingly, Plaintiff reserves the right to supplement his responses to this interrogatory after having an adequate opportunity to conduct discovery. Subject to and without waiving the foregoing, Plaintiff responds as follows. Plaintiff refers Zoosk to his responses to interrogatories 6 through 8.

INTERROGATORY NO. 10:

State the basis for your contention that you have incurred “any fraudulent credit and debit charges . . . and the resulting loss of use of [your] credit and access to funds” (FAC, ¶ 57), and for any such claimed charge or resulting loss, separately describe each such charge or resulting loss you claim to have suffered, when you claim to have suffered each such charge or resulting loss, all your bases for claiming to have suffered any such charge or resulting loss, the amount (however measured) of or associated with any such charge or resulting loss or any financial loss or damage you incurred by reason of having suffered such charge or resulting loss, the method or basis for your calculation of any such amount, and all actions taken by you to mitigate any such amount.

RESPONSE TO INTERROGATORY NO. 10:

Plaintiff objects to the extent this request contains multiple discrete subparts within what purports to be a single interrogatory. In addition, this interrogatory is premature as discovery is ongoing and Defendant has not yet produced critical data and documents responsive to Plaintiffs’ discovery requests. Accordingly, Plaintiff reserves the right to supplement his responses to this interrogatory after having an adequate opportunity to conduct discovery. Subject to and without waiving the foregoing, Plaintiff responds as follows. Plaintiff was injured because he paid money to Zoosk and it did not provide the service as it should have and did not protect his data. Plaintiff further refers Zoosk to his response to interrogatories 6 through 9.

INTERROGATORY NO. 11:

State the basis for your contention that you “now run the risk of unauthorized individuals creating credit cards in [your] name[], taking out loans in [your] name[], and engaging in other fraudulent conduct using [your] identit[y]” (FAC, ¶ 57), and set forth the amount of any financial loss or damage you have incurred by reason of this alleged risk, the method or basis for your calculation of any such amount, and all actions taken by you to mitigate any such amount or this alleged risk.

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RESPONSE TO INTERROGATORY NO. 11:

Plaintiff objects to the extent this request contains multiple discrete subparts within what purports to be a single interrogatory. In addition, this interrogatory is premature as discovery is ongoing and Defendant has not yet produced critical data and documents responsive to Plaintiffs' discovery requests. Accordingly, Plaintiff reserves the right to supplement his responses to this interrogatory after having an adequate opportunity to conduct discovery. Subject to and without waiving the foregoing, Plaintiff responds as follows. Plaintiff only has access to one debit card and was forced to put a fraud alert on it. Plaintiff is concerned that he will lose access to the debit card because of fraud.

INTERROGATORY NO. 12:

For any alleged injury or harm that you suffered as a result of the Intrusion and that you have not identified in response to the above Interrogatories, identify and state the basis for your contention that you have suffered such injury or harm, and for any such claimed injury or harm, separately describe each such injury or harm you suffered, when you suffered each such injury or harm, all your bases for believing that you have suffered any such injury or harm, the amount (however measured) of or associated with any such injury or harm or any financial loss or damage you incurred by reason of having suffered such injury or harm, the method or basis for your calculation of any such amount, and all actions taken by you to mitigate any such amount.

RESPONSE TO INTERROGATORY NO. 12:

Plaintiff objects to the extent this request contains multiple discrete subparts within what purports to be a single interrogatory. In addition, this interrogatory is premature as discovery is ongoing and Defendant has not yet produced critical data and documents responsive to Plaintiffs' discovery requests. Accordingly, Plaintiff reserves the right to supplement his responses to this interrogatory after having an adequate opportunity to conduct discovery. Subject to and without waiving the foregoing, Plaintiff responds as follows. Plaintiff refers Zoosk to his responses to interrogatories 6 through 11.

INTERROGATORY NO. 13:

Provide a computation of each category of damages claimed by you in the Action and state the basis for each such computation.

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SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 13:

Plaintiff objects to the extent this request contains multiple discrete subparts within what purports to be a single interrogatory. In addition, this interrogatory is premature as discovery is ongoing and Defendant has not yet produced critical data and documents responsive to Plaintiffs' discovery requests. Accordingly, Plaintiff reserves the right to supplement her responses to this interrogatory after having an adequate opportunity to conduct discovery. Plaintiff objects that this interrogatory calls for premature expert testimony, attorney client communication and attorney work product. Subject to and without waiving the foregoing, Plaintiff responds as follows: All Plaintiffs and Class Members are entitled to compensation for the money and time that Plaintiffs and Class Members have spent addressing issues related to the Data Breach, including, but not limited to, the time, loss of productivity, and costs associated with the detection and prevention of identity theft and unauthorized use of their Personal Information, and the stress, nuisance, inconvenience, and annoyance of dealing with issues resulting from the Data Breach. These damages are ongoing, as the threat of continuing and future acts of fraud by persons who acquired their Personal Information as a result of the Data Breach has not abated, and Plaintiff and Class Members must continue to spend time and money addressing issues related to the Data Breach. Further discovery, investigation, and expert analysis are needed to calculate these damages. As to Plaintiff individually, to the best of his recollection, Plaintiff and his agent/representative (his mother as he interpreted the definitions) have spent approximately 7-10 hours collectively associated with the prevention and detection of the unauthorized use of his PII and communicating with his attorneys prior to initiating this litigation. Counting only Plaintiff's personal efforts, Plaintiff believes he has spent approximately 3-4 hours on such tasks (to the best of his recollection). The aggregate amount of this time could have been spent on the enjoyment of life with family and friends but was instead directed to these activities due to Defendants' failure to prevent or detect the Data Breach. Plaintiff values his time and, after consultation with his attorneys, is informed that an estimated value of such loss of his own personal time is at least \$45.00 which is calculated based on a value of \$15.00 per hour multiplied by the minimum amount of hours he presently recalls spending to deal with the breach (3 hours). While he is not an expert, Plaintiff

1 estimates that class damages attendant to such time would be at least \$450,000,000. Which would
2 be one hour of time at \$15 per hour for an estimated 30,000,000 users subject to the breach.
3 Additionally, there are damages associated with the loss of value of Plaintiff's PII. Plaintiff is not
4 an expert in valuing PII. It is Plaintiff's understanding from his discussions with counsel that an
5 individual's entire portfolio of PII has been valued as high as \$1,200 per person. At a minimum,
6 Plaintiff understand that the value here is approximately \$8.60 per user. Plaintiff is informed that
7 this number derives from Spark Networks' acquisition of Zoosk in 2019 for \$258 million. Plaintiff
8 further understand that, at the time of acquisition, Zoosk had approximately 30 million users.
9 Plaintiff is informed that the value was computed by dividing the acquisition price by the number
10 of users.

11 Additionally. Plaintiff seeks restitution for monies paid to Zoosk in an amount up to \$131.16.
12 Such figure was tabulated by summing Plaintiff's two payments to Zoosk, one in the amount of
13 \$56.21 and one in the amount of \$74.95.

14 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 13:**

15 Plaintiff objects to the extent this request contains multiple discrete subparts within what
16 purports to be a single interrogatory. In addition, this interrogatory is premature as discovery is
17 ongoing and Defendant has not yet produced critical data and documents responsive to Plaintiffs'
18 discovery requests. Accordingly, Plaintiff reserves the right to supplement her responses to this
19 interrogatory after having an adequate opportunity to conduct discovery. Plaintiff objects that this
20 interrogatory calls for premature expert testimony, attorney client communication and attorney
21 work product. Subject to and without waiving the foregoing, Plaintiff responds as follows: All
22 Plaintiffs and Class Members are entitled to compensation for the money and time that Plaintiffs
23 and Class Members have spent addressing issues related to the Data Breach, including, but not
24 limited to, the time, loss of productivity, and costs associated with the detection and prevention of
25 identity theft and unauthorized use of their Personal Information, and the stress, nuisance,
26 inconvenience, and annoyance of dealing with issues resulting from the Data Breach. These
27 damages are ongoing, as the threat of continuing and future acts of fraud by persons who acquired
28 their Personal Information as a result of the Data Breach has not abated, and Plaintiff and Class

1 Members must continue to spend time and money addressing issues related to the Data Breach.
2 Further discovery, investigation, and expert analysis are needed to calculate these damages.

3 As to Plaintiff individually, to the best of his recollection, Plaintiff and his
4 agent/representative (his mother as he interpreted the definitions) have spent approximately 7-10
5 hours collectively associated with the prevention and detection of the unauthorized use of his PII
6 and communicating with his attorneys prior to initiating this litigation. Counting only Plaintiff's
7 personal efforts, Plaintiff believes he has spent approximately 3-4 hours on such tasks (to the best
8 of his recollection). The aggregate amount of this time could have been spent on the enjoyment of
9 life with family and friends but was instead directed to these activities due to Defendants' failure
10 to prevent or detect the Data Breach. Plaintiff values his time and, after consultation with his
11 attorneys, is informed that an estimated value of such loss of his own personal time is at least \$45.00
12 which is calculated based on a value of \$15.00 per hour multiplied by the minimum amount of
13 hours he presently recalls spending to deal with the breach (3 hours). Without waiving his attorney-
14 client privilege, Plaintiff responds that he has been informed that the \$15 per-hour figure represents
15 a reasonable hourly rate based upon estimated wage fluctuations across members of the class. While
16 he is not an expert, Plaintiff estimates that class damages attendant to such time would be at least
17 \$450,000,000. Which would be one hour of time at \$15 per hour for an estimated 30,000,000 users
18 subject to the breach.

19 Additionally, there are damages associated with the loss of value of Plaintiff's PII. Plaintiff is
20 not an expert in valuing PII. It is Plaintiff's understanding from his discussions with counsel that
21 an individual's entire portfolio of PII has been valued as high as \$1,200 per person. At a minimum,
22 Plaintiff understand that the value here is approximately \$8.60 per user. Plaintiff is informed that
23 this number derives from Spark Networks' acquisition of Zoosk in 2019 for \$258 million. Plaintiff
24 further understand that, at the time of acquisition, Zoosk had approximately 30 million users.
25 Plaintiff believes that the estimated value is conservative and that he and the members of the class
26 should be paid the full value of this PII. Plaintiff is informed that the value was computed by
27 dividing the acquisition price by the number of users. Plaintiff estimates that, class damages
28 attendant to such loss of value would be approximately \$258,000,000.

1 Additionally. Plaintiff seeks restitution for monies paid to Zoosk in an amount up to \$131.16.
2 Such figure was tabulated by summing Plaintiff's two payments to Zoosk, one in the amount of
3 \$56.21 and one in the amount of \$74.95.

4 **FURTHER SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 13:**

5 Plaintiff objects to the extent this request contains multiple discrete subparts within what
6 purports to be a single interrogatory. In addition, this interrogatory is premature as discovery is
7 ongoing and Defendant has not yet produced critical data and documents responsive to Plaintiffs'
8 discovery requests. Accordingly, Plaintiff reserves the right to supplement her responses to this
9 interrogatory after having an adequate opportunity to conduct discovery. Plaintiff objects that this
10 interrogatory calls for premature expert testimony, attorney client communication and attorney
11 work product. Subject to and without waiving the foregoing, Plaintiff responds as follows: All
12 Plaintiffs and Class Members are entitled to compensation for the money and time that Plaintiffs
13 and Class Members have spent addressing issues related to the Data Breach, including, but not
14 limited to, the time, loss of productivity, and costs associated with the detection and prevention of
15 identity theft and unauthorized use of their Personal Information, and the stress, nuisance,
16 inconvenience, and annoyance of dealing with issues resulting from the Data Breach. These
17 damages are ongoing, as the threat of continuing and future acts of fraud by persons who acquired
18 their Personal Information as a result of the Data Breach has not abated, and Plaintiff and Class
19 Members must continue to spend time and money addressing issues related to the Data Breach.
20 Further discovery, investigation, and expert analysis are needed to calculate these damages.

21 As to Plaintiff individually, to the best of his recollection, Plaintiff and his
22 agent/representative (his mother as he interpreted the definitions) have spent approximately 7-10
23 hours collectively associated with the prevention and detection of the unauthorized use of his PII
24 and communicating with his attorneys prior to initiating this litigation. Counting only Plaintiff's
25 personal efforts, Plaintiff believes he has spent approximately 3-4 hours on such tasks (to the best
26 of his recollection). The aggregate amount of this time could have been spent on the enjoyment of
27 life with family and friends but was instead directed to these activities due to Defendants' failure
28 to prevent or detect the Data Breach. Plaintiff values his time and, after consultation with his

1 attorneys, is informed that an estimated value of such loss of his own personal time is at least \$45.00
2 which is calculated based on a value of \$15.00 per hour multiplied by the minimum number of
3 hours he presently recalls spending to deal with the breach (3 hours). Without waiving his attorney-
4 client privilege, Plaintiff responds that he has been informed that the \$15 per-hour figure represents
5 a reasonable hourly rate based upon estimated wage fluctuations across members of the class. While
6 he is not an expert, Plaintiff estimates that class damages attendant to such time would be at least
7 \$450,000,000. Which would be one hour of time at \$15 per hour for an estimated 30,000,000 users
8 subject to the breach.

9 Additionally, there are damages associated with the loss of value of Plaintiff's PII. Plaintiff is
10 not an expert in valuing PII. It is Plaintiff's understanding from his discussions with counsel that
11 an individual's entire portfolio of PII has been valued as high as \$1,200 per person. At a minimum,
12 Plaintiff understand that the value here is approximately \$8.60 per user. Plaintiff is informed that
13 this number derives from Spark Networks' acquisition of Zoosk in 2019 for \$258 million. Plaintiff
14 further understand that, at the time of acquisition, Zoosk had approximately 30 million users. This
15 figure has been estimated from the number of the users subject to the breach (given the time of the
16 breach and the time of acquisition.) Plaintiff believes that the estimated value is conservative and
17 that he and the members of the class should be paid the full value of this PII. Plaintiff is informed
18 that the value was computed by dividing the acquisition price by the number of users. Plaintiff
19 estimates that, class damages attendant to such loss of value would be approximately \$258,000,000.

20 Additionally. Plaintiff seeks restitution for monies paid to Zoosk in an amount up to \$74.95
21 which., after review of his records, is the amount he paid in subscription fees to Zoosk. Plaintiff
22 will supplement this response after he reviews the discovery recently provided by Zoosk.

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1 Dated: March 18, 2022

BRADLEY/GROMBACHER LLP
CROSNER LEGAL P.C.

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3
4 By: 

Marcus J. Bradley, Esq.
Kiley L. Grombacher, Esq.
Robert S. Fisher, Esq.
Zachary M. Crosner, Esq.
Michael R. Crosner, Esq.

7 Attorneys for Plaintiffs and
8 the proposed Class

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen and not a party to the within action; my business address 31365 Oak Crest Drive, Suite 240, Westlake Village, CA 91361.

On March 19, 2022, I served the foregoing documents described as

**1) PLAINTIFF JUAN FLORES-MENDEZ'S FURTHER SUPPLEMENTAL
RESPONSES TO INTERROGATORIES, SET ONE, PROPOUNDED BY
DEFENDANT ZOOSK, INC**

on interested parties in this action as follows: **SEE ATTACHED SERVICE LIST**

☒ **(BY E-MAIL)** On the above date, I served the above-mentioned document(s) by electronic mail to the parties' email addresses as they are known to me on the attached Service List. My email address is kgrombacher@bradleygrombacher.com.

☒ **(FEDERAL)** I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed March 19, 2022, at Westlake Village, California.



Kiley L. Grombacher , Esq.

Flores-Mendez, et al. v. Zoosk, Inc., et al.
USDC, Central District of California
Case No.: 20STCV34197

Service List

Douglas H. Meal, Esq. Rebecca Harlow, Esq. ORRICK, HERRINGTON & SUTCLIFFE LLP 222 Berkeley Street Suite 2000 Boston, MA 02116-3740 Telephone: +1 617 880 1800 Facsimile: +1 617 880 1801 dmeal@orrick.com rharlow@orrick.com	Attorneys for Defendants ZOOSK, INC. and SPARK NETWORKS SE
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Mendez v. Zoosk, Inc.
USDC Northern District of California-San Francisco Div.
Case No.: 4:20-cv-04929-SBA

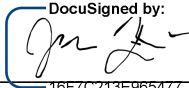
VERIFICATION

I have read **PLAINTIFF JUAN FLORES-MENDEZ'S FURTHER SUPPLEMENTAL RESPONSES TO SPECIAL INTERROGATOES, SET ONE, PROPOUNDED BY DEFENDANT ZOOSK, INC.**

I am a party to this action. The matters stated in the foregoing document are true of my own knowledge, except as to those matters which are stated on information and belief. As to those matters, I believe them to be true.

I declare under penalty of perjury, under the laws of the State of California that the foregoing is true and correct.

Executed this 19th day of March, 2022, at Bloomington, California.

DocuSigned by:


16F7C213E965477...
JUAN FLORES- MENDEZ